

# **EXHIBIT A**

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE EASTERN DISTRICT OF VIRGINIA  
3                   RICHMOND DIVISION  
4 Civil Action No. 17-CV-461

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5  
6 VIDEO DEPOSITION OF JENNIFER WEDDLE  
May 20, 2019

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8 LULA WILLIAMS, GLORIA TURNAGE,  
9 GEORGE HENGLE, DOWIN COFFY, and  
10 FELIX GILLISON, JR., on behalf of  
themselves and all individuals similarly  
situated,

11 Plaintiffs,

12 v.

13 BIG PICTURE LOANS, LLC, MATT  
14 MARTORELLO, ASCENSION  
15 TECHNOLOGIES, INC., DANIEL GRAVEL,  
16 JAMES WILLIAMS, JR., GERTRUDE  
MCGESHICK, SUSAN MCGESHICK, and  
GIIWEGIIZHIGOOKWAY MARTIN,  
Defendants.

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17 APPEARANCES:

18           KELLY GUZZO

19           By Kristi Kelly, Esq.

          Andrew Guzzo, Esq.

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          Appearing on behalf of Plaintiffs

23  
24  
25 Job No. CS3302797

1           Q       No. 12, New consumer loan agreement,  
2       Jennifer Weddle, Scott Shehan (GT)?

3           A       It appears to be another misspelling of my  
4       former colleague, Scott Sheehan, S-H-E-E-H-A-N.

5           Q       Does this document indicate that you and  
6       Mr. Sheehan were responsible for preparing the new  
7       consumer loan agreement?

8           A       Yes, it does.

9           Q       Did you do that?

10          A       I do not recall being involved in it  
11       personally. My partner -- my former partner, Scott  
12       Sheehan, was an experienced consumer finance lawyer  
13       who would have dealt with the consumer law issues.

14          Q       And did he do that?

15          A       My vague recollection is that yes, he did,  
16       although what specific elements he did, I could not  
17       speak to.

18          Q       Take a look at Exhibit 10. It's an email  
19       from you to a number of different people: Matt  
20       Martorello, Karrie Wichtman, Craig Mansfield, Shelly  
21       Allen and Ben Huber, correct?

22          A       Yes.

23          Q       Dated December 12th, 2011?

24          A       Yes.

25          Q       Who was Karrie Wichtman?

1           A       She at the time was an attorney with  
2       Rosette Law representing the tribal entities in  
3       transactions with Bellicose.

4           Q       And what about Craig Mansfield, who was  
5       that?

6           A       I believe he was, at the time, the general  
7       manager of the Lac Vieux Desert Casino.

8           Q       And what role, if any, did he play with  
9       respect to the tribal lending entities at -- at  
10      inception?

11          A       I believe he had been designated as the  
12      representative for the tribal council in negotiating  
13      the transactions.

14          Q       And who was Shelly Allen?

15          A       Likewise, a tribal employee and member who  
16      was assigned by the tribal council to negotiate the  
17      transactions, to give direction to Rosette Law, and  
18      to otherwise participate in establishing the  
19      business.

20          Q       Okay. And according to this email that  
21      you sent to those people that I've identified, there  
22      were a number of attachments.

23                   Do you see that?

24          A       Yes.

25          Q       RRTL privacy policy?

1 A What page? I'm sorry.

2 Q I'm looking at the first page, the  
3 heading. First page of the exhibit on the heading,  
4 where it says Attachments.

5 A What -- I'm sorry --

6 Q I'm looking at the first page of the  
7 exhibit, at the heading --

8 A Oh, okay. I'm sorry.

9 Q -- where it says Attachments. That's  
10 okay. It says RRTL privacy policy. RRTL is Red Rock  
11 Tribal Lending; is that right?

12 A Yes.

13 Q And RRTL adverse action notices, correct?

14 A Yes.

15 Q RRTL authorization for automated clearing  
16 house debits.

17 I read that correctly?

18 A Yes.

19 Q RRTL consumer application?

20 A Yes.

21 Q I read that correctly?

22 RRTL loan agreement and promissory note,  
23 correct?

24 A Yes.

25 Q PepperCash new loan agreement, correct?

1           A       Yes.

2           Q       Did Greenberg prepare all these documents?

3           A       I do not recall.

4           Q       Well, it appears from this email that you  
5 are sending them around to Mr. Martorello,  
6 Ms. Wichtman, Mr. Mansfield, Ms. Allen, and  
7 Mr. Huber. Is that what it appeared to you as well?

8           A       Yes, it does.

9           Q       Okay. And in fact, if you look, those  
10 documents are attached, aren't they?

11          A       Yes, they are.

12          Q       And was it your understanding that tribal  
13 law, that is, LVD law was to apply to the consumer  
14 lending -- the consumer loans from Red Rock and  
15 PepperCash to consumers?

16          A       That would have been my general  
17 understanding, yes.

18          Q       What was the basis of that understanding?

19          A       Without revealing client confidences, the  
20 whole point of the deal was to allow the Lac Vieux  
21 Desert tribe to establish lending businesses and make  
22 loans pursuant to its tribal laws.

23          Q       And where state laws would not be  
24 applicable, correct?

25          A       That is correct.

1           Q       And that was your understanding at the  
2       outset of this transaction; is that right?

3           A       Yes, it was.

4           Q       And did that -- did that understanding  
5       ever change between then and January of 2016?

6           A       No.

7           Q       Did you discuss that with Ms. Wichtman at  
8       the time?

9           A       I don't recall specific discussion with  
10      Ms. Wichtman. I'm quite certain we talked about what  
11      the deal was and what we were doing.

12          Q       Did you discuss that with Mr. Mansfield  
13      and Ms. Allen at the time?

14          A       I don't recall specific conversations with  
15      them, no.

16          Q       Was that sort of the assumption under  
17      which everyone was proceeding, as far as you knew,  
18      that tribal law was going to apply to these consumer  
19      lending contracts?

20          A       I couldn't speak to anyone else's  
21      assumptions, but that was the negotiation and  
22      discussion amongst the group, was that that was the  
23      transaction at hand, yes.

24          Q       And on that basis, it was your  
25      understanding and belief that the loans to consumers

1 would be lawful under tribal law; isn't that correct?

2 A Yes.

3 Q Okay. And your understanding as to that  
4 never changed between the time you were retained in  
5 2011 and January of 2016, when Bellicose and  
6 SourcePoint were sold to the tribe; isn't that  
7 correct?

8 A That's correct.

9 Q Okay. Now, if you look, please, at  
10 Exhibit 10, again, that first page, please, you --  
11 you say, Attached please find track changes versions  
12 of the existing consumer loan documents. We tried to  
13 put in solid notice provisions for the consumers in  
14 compliance with the tribe's consumer code. Our  
15 consumer finance specialists have not yet had a  
16 chance to quickly review (we're hoping that will  
17 happen tonight), but you should be able to start  
18 business with these if they are acceptable to Shelly  
19 and Craig.

20 Have I read that accurately?

21 A Yes, you have.

22 Q Okay. Why was it necessary for the  
23 documents that are referred to in this email, the  
24 consumer loan documents, to be acceptable to Shelly  
25 and Craig?



1           A       Shelly and Craig were the designated  
2       tribal officials, so any documentation or matter for  
3       the business would have had to met with their  
4       approval.

5           Q       Why?

6           A       Because they're the authorized officers  
7       for the government business.

8           Q       Why wasn't it Bellicose VI's decision as  
9       to what documents were acceptable?

10          A       Because Bellicose VI was simply providing  
11       services pursuant to its contract.

12          Q       And so it was not necessary for  
13       representatives of Bellicose VI to be approving the  
14       consumer loan documents?

15          A       I don't recall the specifics of the  
16       contract in terms of who had to review what  
17       components of materials for the business.

18          Q       But it was necessary for representatives  
19       of the tribal lending entity to do so; is that  
20       correct?

21          A       From the context of my email, it would  
22       appear, yes.

23          Q       Have you -- strike that.

24                   With respect to the relationship -- strike  
25       that.

1       than the one that I have asked you about?

2           A       Yes. The language says what the language  
3       says in this line of the contract.

4           Q       Okay. Well -- but you're aware that the  
5       underlying consumer loans stated that tribal law  
6       applied to them; isn't that correct?

7           A       Yes.

8           Q       And tribal law governed them?

9           A       That's correct.

10          Q       And unless you believed that, you would  
11       not have been a part of this transaction, would you  
12       have?

13                   MS. KELLY: Object to the form.

14          A       So this transaction is a contract between  
15       a tribal entity and a non-tribal entity for the  
16       provision of services --

17          Q       (BY MR. SCHEFF) Correct.

18          A       -- which Greenberg Traurig was retained to  
19       do.

20          Q       And if those services were intended to be  
21       provided to an entity that was breaking the law, you  
22       would not have been involved in that transaction,  
23       would you?

24          A       No.

25          Q       No, you wouldn't have been or no, that's

1 not a correct statement?

2 A No, Greenberg Traurig does not engage in  
3 furthering illegal activities.

4 Q And you don't do that personally either;  
5 isn't that correct?

6 A No, I do not.

7 MR. SCHEFF: Let me -- let me mark Exhibit  
8 11.

9 Kristi, 11 --

10 MS. KELLY: Yes.

11 MR. SCHEFF: -- is Martorello 012230.

12 (Exhibit 11 marked.)

13 Q (BY MR. SCHEFF) Are you familiar with  
14 this document?

15 A Yes. It is a copy of an article I  
16 published in the Federal Lawyer in April 2014.

17 Q Okay. And did you write this?

18 A Yes, I did.

19 Q And when you wrote it, did you -- strike  
20 that.

21 Take a look at Page Bates No. 012234. Do  
22 you have that?

23 A I do.

24 Q And if you would look at the left-hand  
25 column, under the title Tribal Sovereignty and

1 Federal Preemption.

2 Do you see that?

3 A Uh-huh.

4 Q Uh-huh meaning yes?

5 A Yes, I do.

6 Q Okay. And do you see the first sentence  
7 of the third paragraph under that heading that says,  
8 Similarly, loans by sovereign Indian tribes represent  
9 another category of loans under U.S. law that may be  
10 made to residents of states without regard to state  
11 usury law.

12 A Yes, I do.

13 Q Have I read that accurately?

14 A Yes.

15 Q And so what you intended to communicate in  
16 that sentence is that loans made by sovereign Indian  
17 tribes can be made with state usury laws not  
18 applying, correct?

19 A Correct.

20 Q And you were saying that states had no  
21 authority to regulate tribal lending entities in that  
22 regard?

23 A Yes.

24 Q And did you hold that view in 2011?

25 A Yes.

1 Q Did you hold that view in 2014?

2 A Yes.

3 Q Did you hold that view in 2016?

4 A Yes.

5 Q Do you hold that view today?

6 A Yes.

7 Q So in this first sentence of Exhibit 11,  
8 on Bates No. 012234 -- strike that.

9 I want to go back to Exhibit 2, please.  
10 And I'm -- I'm done with -- I'll be coming back to 4,  
11 5, 6 and 8 at some point.

12 A Okay.

13 Q But if -- you can put those aside for now.

14 THE DEPONENT: Thank you, Carolyn.

15 MR. SCHEFF: Before I do that, let me mark  
16 what's going to be Exhibit 12 and just sort of close  
17 off this.

18 Kristi, Exhibit 12 --

19 MS. KELLY: Yes?

20 MR. SCHEFF: -- is going to be 003 -- I'm  
21 sorry -- Rosette 003244.

22 (Exhibit 12 marked.)

23 Q (BY MR. SCHEFF) So that's small print.

24 I'm sorry, that's just the way it prints out. And

25 I'm -- I'm just going to refer you to Page 1, the top

1           Q       Do you remember anything about the  
2       economic relationship between the lending entity and  
3       Bellicose which caused you any concern?

4           A       No.

5           Q       Did you believe at the time that the  
6       economic relationship, in terms of who was getting  
7       what moneys and how it was being earned, was pretty  
8       standard in the consumer lending industry in -- from  
9       your experience in dealing with tribal consumer  
10      lending?

11          A       Yes.

12          Q       At the time, that is, 2011, was there any  
13      restriction, that you were aware of, on the amount of  
14      fees or money that the servicer could earn as a  
15      result of the services it provided to the tribal  
16      lending entity?

17          A       There's no such restriction in 2011, and  
18      there's no such restriction today.

19          Q       Why do you say that?

20          A       Because tribes as governments are free to  
21      retain whatever services they desire on terms that  
22      are acceptable to them. There is no indicia of the  
23      amount of moneys or the degree of success of a tribal  
24      business that somehow influences its tribalness. If  
25      an entity is formed by the tribe for the tribe under

1 tribal law, it's a tribal entity entitled to engage  
2 in contracts, including paying for services,  
3 including very expensive services.

4 Q Can you turn -- I'm sorry. In 3.5.1 in  
5 the exhibit that's in front of you, I think -- do you  
6 have Exhibit 5 in front of you or is it 4?

7 A I have Exhibit 8 in front of me.

8 Q Exhibit 8. Well, that's fine, they're all  
9 the same.

10 If you could please turn -- I'm sorry,  
11 before you do that.

12 Towards the bottom of the page, it says,  
13 The enterprise acknowledges and agrees that the  
14 servicer is not responsible for the performance or  
15 activities of any of the lenders or servicing  
16 companies that may be doing business with the  
17 enterprise nor any minimum revenue from the unsecured  
18 lending business.

19 Have I read that correctly?

20 A Yes.

21 Q And then it goes on to say, However,  
22 servicer has agreed that the minimum amount per  
23 month, which shall be paid to the enterprise, shall  
24 be \$20,000.

25 Have I read that accurately?

1 A Yes.

2 Q Do you know how that provision came about?

3 A I do not recall.

4 Q Is it uncommon, at the time in 2011, for  
5 the tribal lending entity to receive a minimum  
6 monthly payment of a certain amount if -- in order to  
7 make sure that money is paid to the tribe?

8 A No, that was not uncommon at the time.

9 Q Is that uncommon today?

10 A No.

11 Q Take a look at 3.1, please. About 30  
12 percent down the page, do you see where it says  
13 the -- the words "authorized agents" are in quotes  
14 with a parentheses?

15 A In 3.1? Yes.

16 Q Yeah. 3.1.

17 Do you see that?

18 A Uh-huh.

19 Q I'm going to start at the next sentence.

20 Okay? Nothing contained herein grants or is intended  
21 to grant servicer a titled interest to or in the  
22 Enterprise.

23 Have I read that correctly?

24 A Yes.

25 Q Was it your understanding that Bellicose



1 had an ownership interest in Red Rock or Duck Creek?

2 A No, they did not.

3 Q How do you know that?

4 A Because they were tribal businesses owned  
5 exclusively by the tribe, and that's how they were  
6 established. And a significant part of the  
7 discussions, I recall, related to protecting the  
8 servicer, since the tribe -- these were the tribe's  
9 businesses that were controlled by the tribe.

10 Q When you say "these were the tribe's  
11 businesses that were controlled by the tribe," are  
12 you referring to Red Rock and Duck Creek?

13 A Yes.

14 Q Okay. During the time period that you've  
15 testified that you were representing Bellicose and  
16 SourcePoint, that is, from late 2011 until sometime  
17 in 2016, did your view ever change that Red Rock or  
18 Duck Creek were controlled by the tribe and the  
19 tribal entity?

20 A No.

21 Q Did you ever have a belief, based on your  
22 observation or involvement in any respect in your  
23 representation of Bellicose and SourcePoint, that  
24 Bellicose and SourcePoint or Mr. Mat- --

25 Mr. Martorello had any type of control or ownership

1 interest in the tribal lending entities?

2 A I'm sorry, can you repeat that question,  
3 please?

4 Q Yeah, I'll rephrase. It was a little bit  
5 garbled.

6 Did you ever believe, based on your  
7 involvement in representing Bellicose and  
8 SourcePoint, that Mr. Martorello, or any entity in  
9 which he was a principal, had control or ownership of  
10 the tribal lending entities?

11 A No.

12 Q Now, at the time, that is, between 2011  
13 and 2016, did you have conversations with people from  
14 the tribe, and with lawyers from Rosette, about this  
15 issue that we're talking about now; that is, the  
16 ownership and control of the tribal lending entities  
17 being vested with the tribe?

18 A Not that I --

19 MR. GRAY: I'm sorry. Are you asking if  
20 the conversations took place?

21 MR. SCHEFF: I'm asking if the  
22 conversations took place, and I'm confining the time  
23 frame to inception of Greenberg Traurig's retention  
24 to the point in time of the sale.

25 MR. GRAY: Thank you.

1           A       No. I recall no such conversations, and  
2       it would not have been unusual, given that the tribal  
3       nature of the entities was never in doubt.

4           Q       (BY MR. SCHEFF) What do you mean by that?

5           A       I mean these were tribal entities formed  
6       by the tribe, for the tribe, under tribal law, and  
7       the tribe was, at all instances, in my observation,  
8       directing the companies. Directing their legal  
9       decisioning, directing their contracting, acting with  
10      recommendations from Bellicose and later from  
11      SourcePoint, but at no point was Mr. Martorello, or  
12      any entity he was ever involved in, controlling  
13      anything. Those were determinations made by the  
14      appropriate tribal officials.

15          Q       How do you know that?

16          A       Because I was subject to a number of  
17      conversations that I could not divulge outside Rule  
18      1.6 that reflected that operational and substantive  
19      control to me.

20          Q       And without disclosing the conversations,  
21      with whom were those conversations?

22          A       Chairman James Williams, Craig Mansfield,  
23      Shelly Hazen, Karrie Wichtman, Rob Rosette, and I'm  
24      sure other counsel as well.

25          Q       Okay. What were the conversations?

1 MR. SCHEFF: Justin?

2 MR. GRAY: Are you asking subject matter  
3 or substance?

4 MR. SCHEFF: Both.

5 MR. GRAY: I'm going to need to confer  
6 with Ms. Weddle on that --

7 MR. SCHEFF: Understood. That's fine.

8 MR. GRAY: -- if it involved privilege.

9 MR. SCHEFF: Understood.

10 THE VIDEOGRAPHER: The time is 10:55. We  
11 are going off the record.

12 (Recess taken.)

13 THE VIDEOGRAPHER: The time is 11:07. We  
14 are back on the record.

15 MS. FAIRLESS: Could you please read back  
16 the last question?

17 (Requested record read.)

18 MR. GRAY: Before she answers, I believe  
19 your question calls for the conversations among Big  
20 Picture -- or, I'm sorry -- Red Rock, Duck Creek,  
21 Bellicose, SourcePoint contemporaneous to that  
22 relationship, and not communications Ms. Weddle may  
23 have had directly with your client.

24 So to the extent that you're asking about  
25 conversations among that group contemporaneous, we'll

1 allow her to answer even though we believe that's  
2 confidential information.

3 MR. SCHEFF: That's what I'm asking.

4 A So there would have been a significant  
5 number of conversations over that period of years  
6 that demonstrated to me the tribe's control over  
7 decision-making.

8 They were not -- the specific matters  
9 would have largely related to attorney-client advice,  
10 but at all times it was clear to me that I was  
11 advising Bellicose, as a service provider, who was in  
12 turn providing that information and advice to Red  
13 Rock and Duck Creek, and that the individuals  
14 responsible for decision-making for Duck Creek and  
15 for Red Rock were at all times tribal officials.

16 Q (BY MR. SCHEFF) Okay. I think, in your  
17 response, when I asked you to identify who you had  
18 these conversations with, you listed Chairman  
19 Williams; you listed Shelly Hazen; Craig Mansfield;  
20 Rob Rosette, and you said other counsel as well.  
21 What other -- Karrie Wichtman. What other counsel  
22 were you referring to?

23 A I was referring to, perhaps, others from  
24 Rosette Law. I just don't recall any specific  
25 conversations that included others from Rosette Law,

1       although it's highly likely that over a period of  
2       years others were involved.

3           Q       So just so I'm clear, you had  
4       conversations on this issue of tribal control of the  
5       tribal lending entities with Chairman Williams,  
6       Ms. Hazen, Craig Mansfield, and lawyers from Rosette?

7           A       No, I did not have any conversations about  
8       tribal control with any of those individuals. My  
9       testimony is that the tribal control was evident from  
10      my conversations with those individuals --

11          Q       Ah.

12          A       -- related to the subject matter of the  
13      business.

14          Q       So again, let me just be clear so I  
15      understand what you're talking about. So it's not  
16      like you had a conversation, for example, with  
17      Chairman Williams about the importance or necessity  
18      of the tribe having control over the tribal lending  
19      entities, but rather the subject matter of  
20      conversations demonstrated to you that the tribe had  
21      that understanding and was acting in accordance with  
22      it?

23          A       That is correct.

24          Q       Okay. And again, without revealing the  
25      substance of conversations, you had similar

1 conversations with your own client?

2 A Yes.

3 Q And who from your client, that is, from  
4 Bellicose and SourcePoint, did you have those  
5 conversations with?

6 A My recollection is most conversations  
7 would have been with Matt Martorello. Other  
8 conversations would also have involved Dan Gravel.

9 MR. SCHEFF: What's our next exhibit,  
10 please?

11 THE REPORTER: 14.

12 MR. SCHEFF: Okay.

13 (Exhibit 14 marked.)

14 Q (BY MR. SCHEFF) And I think --

15 MS. KELLY: Richard, can you --

16 MR. SCHEFF: Oh, I'm sorry, Kristi. I'm  
17 sorry. Rosette 006684.

18 MS. KELLY: Thank you.

19 MR. GRAY: This is Exhibit 14?

20 MR. SCHEFF: Yes, that's correct.

21 Carolyn, I'm going to ask her -- I'm going  
22 to go back to the servicing agreement, Exhibit 8, I  
23 think she was testifying from. Thank you.

24 Q (BY MR. SCHEFF) Have you read this?

25 A I have read the document.

1 Justin are putting sticky notes on their laptops to  
2 remind them to always copy Craig on emails.

3 Have I read that correctly?

4 A Yes, you have.

5 Q What -- why did -- why was that occurring?

6 A My recollection is that Matt and Justin at  
7 that time were communicating only directly with  
8 Karrie as counsel, and she wanted to make sure that  
9 her clients' principals were also copied on all email  
10 communications related to these issues.

11 Q Did you know why that was? Did  
12 Ms. Wichtman explain why that was her request?

13 A I don't recall a specific explanation at  
14 the time, other than our ongoing mindfulness that the  
15 tribal officials had to be fully informed about all  
16 matters related to the business.

17 Q Okay. Would you then look down to, one,  
18 two -- the paragraph that starts with, Matt is going  
19 to talk to my partner.

20 A Yes.

21 Q Do you have that?

22 A I do.

23 Q Have you read that?

24 A I have.

25 Q Okay. Matt is going to talk to my partner



1       who is the former regional director for FTC to have  
2       him do a federal law compliance audit for RRTL and  
3       DCTF to make sure all procedures are federally  
4       compliant (which he thinks they already are, but  
5       another check is always good). He will email you,  
6       Craig and Shelly about that concept once we flesh it  
7       out a little more.

8                   Who was your partner who was the former  
9       regional director for FTC?

10       A       His name is Claude Wild.

11       Q       Is he still at Greenberg Traurig?

12       A       No, he is not.

13       Q       Where is he now, if you know?

14       A       I do not know.

15       Q       Okay. Did this audit go forward?

16       A       I do not recall.

17       Q       Why was there thought of doing this audit?

18       A       My recollection is that it was a belt and  
19       suspenders layer that Bellicose had had an initial  
20       draft of consumer documents prepared by another law  
21       firm, not Greenberg Traurig, and we felt it was  
22       beneficial, as part of the umbrella of services that  
23       Bellicose was providing, to have another layer,  
24       another set of eyes, experienced eyes, looking at the  
25       FTC-related issues in the consumer loan documents.

1           Q       Okay. Do you know what law firm had  
2 prepared consumer loan documents?

3           A       I do not.

4           Q       Okay. Now, the lens through which someone  
5 from the FTC, or formerly with the FTC, would be  
6 reviewing things, is that to determine whether they  
7 are deceptive or misleading?

8           A       I don't -- I can't speak to what someone  
9 with FTC experience would be looking for. I think  
10 anecdotally certainly, yes, those would be broad  
11 topics. But more generally, whether the disclosures  
12 met with the FC -- FTC's expectations with respect to  
13 parts of the consumer document over which the FTC  
14 generally exercises regulatory authority, the  
15 advertising statements.

16          Q       During your -- during the time that you  
17 and Greenberg Traurig represented Bellicose and  
18 SourcePoint, that is, from the end of 2011 until the  
19 sale of Bellicose and SourcePoint to the tribe, did  
20 you have concerns about whether or not the consumer-  
21 facing material and messaging was compliant with  
22 federal law?

23          A       No, I did not, and nor do I recall any  
24 concerns about that being presented to my partners,  
25 who are experienced in those areas.

1           A       Yes.

2           Q       Okay. Why was that important to you at  
3 the time?

4           A       In order for tribal jurisdictional  
5 agreements to be enforceable, it is helpful for the  
6 contracting parties to be on notice that they are  
7 dealing with a tribal entity. It goes to the  
8 fairness of the underlying consumer document if the  
9 consumer is on notice that they are doing business  
10 with a tribal entity, which cannot be sued.

11          Q       And when you say a tribal jurisdictional  
12 argument -- is that what you said?

13                 MR. SCHEFF: Could you look back? Is that  
14 what was said?

15                 THE REPORTER: Tribal jurisdictional  
16 agreements.

17          Q       (BY MR. SCHEFF) Agreements, I'm sorry.

18                 What is a tribal jurisdictional agreement?

19          A       It's an agreement where a non-Indian  
20 entity consents to tribal adjudicatory jurisdiction.

21          Q       Okay. Are you familiar with the lawsuit  
22 in the Southern District of New York captioned the  
23 Otoe Missouria, et al. versus New York Division of  
24 Financial Services?

25          A       I am.

1 Q And do you recall -- strike that.

2 What, if you recall, was the -- strike  
3 that.

4 LVD was a plaintiff in that lawsuit?

5 A That is correct.

6 Q If you recall, what was the precipitating  
7 event which resulted, or events, which resulted in  
8 the filing of that lawsuit?

9 A I don't believe I can answer that question  
10 without violating Rule 1.6.

11 Q Okay.

12 MR. SCHEFF: Justin?

13 MR. GRAY: You're asking for her  
14 recollection of why LVD entered that lawsuit?

15 MR. SCHEFF: No. I asked what her  
16 recollection of was the precipitating event or  
17 events.

18 MR. GRAY: To the extent that you can  
19 answer that without divulging privilege between you  
20 and your client at that time, feel free to answer,  
21 but we believe it is confidential information.

22 A The precipitating events occurred in  
23 August 2013, when the then superintendent of the New  
24 York Department of Financial Services, Benjamin  
25 Lawsky, sent a number of cease and desist letters to

1 consumer lenders around the country and indeed the  
2 world, then published that list of letters to New  
3 York receiving depository financial institutions  
4 under his jurisdiction, suggesting that those banks  
5 not honor transactions involving those companies.

6 Q (BY MR. SCHEFF) Now, that lawsuit was  
7 filed seeking a preliminary injunction; is that  
8 correct?

9 A My recollection is that, yes, the lawsuit  
10 sought to enjoin that speech by Superintendent  
11 Lawskey.

12 Q And the preliminary injunction was not  
13 granted; is that correct?

14 A That is correct.

15 Q And then the Second Circuit did not  
16 reverse that decision, correct?

17 A Correct.

18 Q As a result of the decision by the  
19 Southern District of New York and the Second Circuit,  
20 in that case, did that impact your belief that tribal  
21 law applied to the consumer contracts between LVD and  
22 the LVD tribal lending entities and consumers?

23 A No, it did not.

24 Q Why not?

25 A The issue before Judge Sullivan, at the

1 preliminary injunction hearing, was simply whether or  
2 not -- an evidentiary issue, whether or not the two  
3 tribal plaintiffs had met the preliminary injunction  
4 standard to restrain further speech by Superintendent  
5 Lawskey.

6 No evidence was presented about the  
7 underlying contracts whatsoever. Seven pages of  
8 Judge Sullivan's 11-page order related to an issue  
9 the tribal plaintiffs prevailed upon; namely, whether  
10 they had standing to question the speech by  
11 Superintendent Lawskey.

12 The issue on appeal at the Second Circuit  
13 was whether Judge Sullivan had presented the correct  
14 preliminary injunction standard, and they found that  
15 he did.

16 Q Okay. I think this is going to be Exhibit  
17 17.

18 (Exhibit 17 marked.)

19 MR. SCHEFF: Kristi?

20 MS. KELLY: Yes.

21 MR. SCHEFF: 17 is Rosette 002801.

22 Q (BY MR. SCHEFF) Okay. Take a look at as  
23 much of this as you need to, please.

24 A I see it.

25 Q Okay. Now, just -- I want to do a --

1 just -- show you some dates, just to give you a frame  
2 of reference.

3 The email at the top on Page 1 of the  
4 exhibit is from you to Matt Martorello and Karrie  
5 Wichtman, a copy to Justin Martorello. Subject, RRTL  
6 and DCTF Legal Opinion, dated Monday, August 19th,  
7 2013.

8 Have I identified that correctly?

9 A Yes.

10 Q This is -- this email traffic that is in  
11 this exhibit occurred after the letter issued by  
12 Mr. Lawson but before the lawsuit that was filed; is  
13 that correct?

14 A Superintendent Lawsky.

15 Q Lawsky, sorry. I apologize.

16 Is that correct?

17 A I'm sorry, can you read back the rest of  
18 the question?

19 (Requested record read.)

20 A That is correct.

21 Q (BY MR. SCHEFF) Okay. Now, if you go to  
22 the second page of the exhibit, there is a letter to  
23 Ms. Jane Larimer, Senior Vice President and General  
24 Counsel, AC -- ACH Network Services in Herndon,  
25 Virginia, dated August 14th, 2013.

1 Have I identified that correctly?

2 A Yes, you have.

3 Q And that letter goes on for 14 pages and  
4 is the remainder of Exhibit 17; is that correct?

5 A Yes.

6 Q Okay. Now, the letter is on the  
7 letterhead of Troy A. Eid, Greenberg Traurig; is that  
8 correct?

9 A That is correct.

10 Q And I think you identified Mr. Eid as  
11 being the former U.S. Attorney for the District of  
12 Colorado from 2006 to 2009?

13 A That is correct.

14 Q Okay. And are you familiar with this  
15 letter?

16 A I am.

17 Q Okay. Did you participate in drafting  
18 this letter?

19 A I did.

20 Q Okay. And was it primarily you and  
21 Mr. Eid who drafted it?

22 A No. There would have been several dozen  
23 lawyers who contributed to this letter at that time.

24 Q Okay. My understanding is that this  
25 letter was prepared for another client of Greenberg



1 Traurig; is that right?

2 A That is correct.

3 Q All right. I don't want to know who that  
4 client is.

5 If you look at Page 1 of the exhibit, in  
6 the middle of the first page, there's an email from  
7 you to Ms. Wichtman, copied to Matt Martorello and  
8 justice -- Justin Martorello, dated August 18, 2013,  
9 which has some redactions, but refers to the letter:  
10 If it's sufficient for me to send him a note that  
11 says the same law applies and our views are identical  
12 with respect to LVD's operations, I'm happy to do  
13 that, or do you think he really needs something  
14 different?

15 Have I read that correctly?

16 A Yes, you have.

17 Q So the discussion here was to send a copy  
18 of this letter, from Mr. Eid to Ms. Larimer, to  
19 someone else on behalf of LVD because the views  
20 expressed in the letter as to that particular client,  
21 whoever it was, were identical as to the views for  
22 LVD?

23 A Yes.

24 Q Okay. Now, looking at Page -- okay. In  
25 -- this -- this letter has certain headings within

1 it, and on Page 6 of the letter, which is 002807, the  
2 heading is Tribal Sovereignty, correct?

3 A Yes.

4 Q Okay. If you turn the page and go to Page  
5 7, there is reference on Page 7, in the middle of the  
6 page, to the Native American Business Development  
7 Act, where Congress made specific findings regarding  
8 tribal economic development and the role of federal  
9 government and federal agencies in that nation-  
10 building pursuit.

11 Is that right?

12 A That's correct.

13 Q And the indented portion of the letter, 1  
14 through, it looks like, 12, which then goes on Page 8  
15 and onto Page 9, is that a direct quote from the  
16 American Business -- the Native American Business  
17 Development Act?

18 A Yes, it is.

19 Q And does this, in your view, reflect  
20 federal policy, as of 2000, regarding tribal economic  
21 development and the role of the federal government in  
22 assisting in that process?

23 A It reflected federal policy in 2000, and  
24 it's still reflected today.

25 Q Okay. Before 2000 -- well, I guess, was

1       this -- is this a -- this is a statute?

2           A       Yes, it is.

3           Q       And so the specific findings are part of  
4       the statute?

5           A       Yes, they are.

6           Q       Okay. Was federal policy, with respect to  
7       tribal economic development and the role of the  
8       federal government in promoting that, different  
9       before the Native American Business Development Act  
10      was passed?

11          A       It was -- it was different many years in  
12      the past. The United States tribal relationship has  
13      undergone many iterations. This particular statute  
14      is part and parcel of what we call the so-called  
15      self-determination era of tribes, which began with  
16      President Nixon and has basically endured since then,  
17      designed to make tribes more self-sufficient so that  
18      the federal government is less involved with respect  
19      to matters involving Native Americans and tribes can  
20      sustain their own economies.

21          Q       Did the Native American Business  
22      Development Act authorize states to play a role in  
23      regulating tribal economic development?

24          A       No, it did not.

25          Q       And the Native American Business

1 Development Act relates to tribal economic  
2 development as a general matter, as opposed to any  
3 particular way or business that a tribe might enter  
4 into to promote its economic development; is that  
5 right?

6 A That's correct. It's a very broad  
7 statute.

8 Q What is the role of the federal government  
9 and federal agencies in what is referred to in this  
10 letter as the nation-building pursuit?

11 A Again, it's to increase tribes'  
12 self-determination. The federal government has a  
13 trust relationship with Indian tribes, acknowledged  
14 by the U.S. Supreme Court since the 1800s, as the  
15 relationship of a guardian to his ward.

16 Q And what does that mean?

17 A It means the federal government is  
18 supposed to be there looking out for tribes, helping  
19 tribes, and assisting them in their functioning as  
20 governments.

21 Q And the Native American Business  
22 Development Act describes ways that the federal  
23 government is supposed to support tribes in that  
24 regard, in -- in economic development?

25 A It does. It's legislation that was

1 introduced by Senator Ben Nighthorse Campbell to  
2 encourage tribal economic development. It's often  
3 very difficult, has been historically very difficult  
4 to develop business in Indian country for a host of  
5 reasons, including land tenure status, taxing  
6 authorities, dual taxation, and other issues.

7 So this legislation was aimed at providing  
8 both certainty and encouragement to outside entities,  
9 in particular, to invest in Indian country and help  
10 tribes succeed in their economic development  
11 endeavors.

12 Q When you say entities outside of Indian  
13 country, do you mean non-Native American entities?

14 A Yes, particularly capital markets, service  
15 providers, developers, professionals who would go  
16 into Indian country and help tribes assist in  
17 economic development.

18 Q Would you, based on your observation of  
19 Bellicose and SourcePoint, during the 2011 to early  
20 2016 time frame, is it your view that what the tribe,  
21 LVD, was hiring Bellicose and SourcePoint to do and  
22 what SourcePoint and Bellicose were doing for the  
23 tribal lending entities was consistent with the  
24 American Business -- Native American Business  
25 Development Act?

1           A       Yes, it was.

2           Q       Is there anything about it that was  
3 inconsistent with the Native American Business  
4 Development Act?

5           A       No.

6           Q       So this is a -- well, it doesn't say  
7 because it's been redacted.

8                    You said that -- you said dozens of  
9 Greenberg Traurig lawyers worked on this letter to  
10 Ms. Larimer?

11          A       Yes.

12          Q       And I assume that in 2013 -- in August of  
13 2013, when this was sent, you agreed with everything  
14 that was in this letter?

15          A       To the best of my recollection, yes.

16          Q       And what about today?

17          A       If you want me to go line by line, I'm  
18 happy to read it, but my general recollection would  
19 be yes, I agreed with everything in this letter.

20          Q       Okay.

21          A       And I think my testimony was more than a  
22 dozen, not dozens. I should clarify that as well.

23          Q       I'm sorry, I didn't hear what you said.

24          A       It's more than a dozen.

25          Q       Oh, I'm sorry.

1           A       Not dozens, plural.

2           Q       Got it. I understand. Thank you.

3                   So if you look at Pages 10 -- so, I'm  
4       sorry. I don't want to -- I'm sorry for asking  
5       such -- what might appear to be such basic questions.  
6       How does the Native American Business Development Act  
7       relate to tribal sovereignty?

8           A       So it's specific in the findings that  
9       Congress made that -- and it's in Subparagraph 4 on  
10      Page 7, Consistent with the principles of inherent  
11      tribal sovereignty and the special relationship  
12      between Indian tribes in the United States, Indian  
13      tribes retain the right to enter into contracts and  
14      agreements, to trade freely and seek enforcement of  
15      treaty and trade rights.

16          Q       Okay. Thank you.

17                  If you look at Page 12 of this opinion, in  
18      the, one, two -- third full paragraph that starts,  
19      Instead, federal law permits?

20          A       Yes.

21          Q       Do you see that?

22                  Do you see that the last sentence reads,  
23      They represent another category of loans under the  
24      laws of the United States that may be made to  
25      residents of New York without regard to New York

1       usury law.

2                   Have I read that correctly?

3           A       You have.

4           Q       And the category of loans that are  
5 referred to are loans made by tribal lending entities  
6 or Indian tribes as sovereigns?

7           A       Correct.

8           Q       Okay. All right. Do -- do you know  
9 whether this letter to Ms. Larimer was sent out to  
10 whomever the intended or the -- the recipient was  
11 that was being talked about in the email traffic on  
12 the first page of Exhibit 17?

13          A       I do not know.

14          Q       You don't know one way or the other?

15          A       I don't recall.

16          Q       Okay.

17                   MR. SCHEFF: Let's mark Exhibit 18.

18                   (Exhibit 18 marked.)

19                   MR. SCHEFF: Kristi, 18 is Martorello  
20 012696. Okay.

21                   MS. KELLY: Thank you.

22                   MR. SCHEFF: You're welcome.

23          Q       (BY MR. SCHEFF) Ms. Weddle, this is a  
24 letter dated November 30, 2012, to Alpha Credit  
25 Resources --



1 A Yes.

2 Q -- on Greenberg Traurig letterhead. And  
3 on the last page it purports to bear your signature  
4 on behalf of the firm.

5 A That's correct.

6 Q Is that your signature?

7 A Yes, it is.

8 Q Okay. Did you write this letter?

9 A In conjunction with numerous other  
10 Greenberg Traurig shareholders & Associates who  
11 contributed to it, yes.

12 Q Okay. And this letter was sent out after  
13 the district court decision in the Otoe versus New  
14 York DFS case?

15 A That's incorrect.

16 Q Okay. Oh, it's before. I'm sorry. I  
17 apologize. It's the year before.

18 Second full paragraph, We have acted as  
19 Indian law counsel in connection with the  
20 transactions provided for in the loan agreement for  
21 Bellicose VI, Inc., the parent company of SourcePoint  
22 VI, LLC, the guarantor of borrower's obligations  
23 under the loan agreement, paren, guarantor --

24 A Yes.

25 Q -- close paren.

1                   Have I repre- -- have I stated that  
2 accurately?

3           A       Yes.

4           Q       Okay. Please turn to the last page,  
5 No. 9. The consumer loans made by the borrower  
6 pursuant to the consumer loan documents are  
7 enforceable under the tribe's laws.

8                   Have I read that correctly?

9           A       Yes.

10          Q       The borrower in this instance was the  
11 tribal lending entity; is that right?

12          A       That is correct.

13          Q       And the consumer loans referenced were the  
14 consumer loans that the tribal lending entity was  
15 making to consumers, correct?

16          A       Yes.

17          Q       And that would be Red Rock and Duck  
18 Creek's consumer loans?

19          A       I don't recall if Duck Creek was part of  
20 this borrowing facility. I know it included Red  
21 Rock.

22          Q       Got it. Why was this letter sent out?

23          A       It was a legal opinion required for the  
24 underlying transaction for which Bellicose was a  
25 guarantor.

1 this, correct?

2 A Yes.

3 Q Okay. Do you know why Rebecca Martorello  
4 was asked to sign this agreement, this document?

5 A I do not know.

6 Q Okay. Turn to Rosette 000150. You see it  
7 says, The undersigned Rebecca LeAnn Martorello, the  
8 spouse of MM herein, hereby executes this Agreement  
9 solely in her capacity as the spouse for MM and  
10 solely and exclusively for the purposes of 3(i)  
11 within.

12 Have I read that correctly?

13 A Yes.

14 Q Did Rebecca Martorello have to sign  
15 because she owned assets with her husband?

16 A I don't know.

17 Q Would Ben Huber be a logical person to ask  
18 about that?

19 A My guess would be yes.

20 Q Thank you.

21 Are you familiar with cases that were  
22 filed against a company called Western Sky?

23 A I am generally familiar with litigation  
24 involving Western Sky, yes.

25 Q What is Western Sky, or what was Western

1 Sky?

2 A To my knowledge, based on reading the  
3 litigation opinions and materials, Western Sky was a  
4 South Dakota LLC that engaged in consumer lending  
5 business.

6 Q Was it a tribal lending entity, according  
7 to the documents that you reviewed?

8 A No.

9 Q And why do you say that?

10 A Because it was a South Dakota LLC formed  
11 by Native American individuals that had no aspects of  
12 sovereignty attached to it. It was not formed by a  
13 tribal government or on behalf of or for a tribal  
14 government.

15 Q So therefore, Western Sky would not be  
16 deemed an arm of the tribe?

17 A No, it would not.

18 Q Okay. The litigation involving Western  
19 Sky, did there come a point in time in 2013 when  
20 there was adverse -- there was an adverse ruling with  
21 respect to a Colorado Western Sky case?

22 A Yes, there was.

23 Q And at that time was that the only  
24 litigation against Western Sky, that you recall, by  
25 Colorado?

1           A       I believe it was the only Colorado-  
2       connected litigation against Western Sky, but there's  
3       been a great deal of litigation around the country  
4       related to Western Sky.

5           Q       And did you believe at the time, that is,  
6       in 2013, when the Colorado ruling came out with  
7       respect to Western Sky, that -- did that cause you to  
8       question your belief in -- that tribal law applied to  
9       the consumer lending contracts between Red Rock, Duck  
10      Creek and consumers?

11          A       No.

12          Q       Why not?

13          A       Because Western Sky was at no point a  
14      tribal entity, and irrelevant to any legal  
15      consideration of what a tribe's entity should do  
16      compliant with another tribe's laws.

17          Q       Did you discuss that, that conclusion that  
18      you've just stated, with officials of LVD at the time  
19      and lawyers at Rosette?

20          A       I don't believe I can answer that question  
21      without violating Rule 1.6.

22                   MR. SCHEFF: Justin?

23                   MR. GRAY: I believe the question is  
24      asking if you did discuss it and we believe it's  
25      confidential, but we'll allow you to answer it.

1           A       Yes, I did.

2           Q       (BY MR. SCHEFF) And what were the --  
3 first of all, who did you have those discussions  
4 with?

5           A       My recollection would be certainly Karrie  
6 Wichtman, and I think she also had principals of her  
7 client and colleagues involved in those  
8 conversations, but I don't recall the specifics of  
9 exactly who participated in one conversation or  
10 another.

11          Q       Did you also have conversation by email?

12          A       I'm certain that we did, although I don't  
13 remember specific emails --

14          Q       Okay.

15          A       -- six years later.

16          Q       Okay.

17                   MR. SCHEFF: Can you mark this as 20,  
18 please?

19                   (Exhibit 20 marked.)

20                   Kristi, this is Rosette 037187.

21                   MS. KELLY: Thank you.

22          Q       (BY MR. SCHEFF) Ms. Weddle, could you  
23 just take a look at this, please, and familiarize  
24 yourself with the document?

25          A       Okay.

1           Q       Okay. The top, just for purposes of  
2       identification, is an email from Mr. Martorello to  
3       Ms. Wichtman dated April 16, 2013, forwarding an  
4       email of the same date from you to, it looks like to  
5       you.

6           A       Yes.

7           Q       So when you -- I assume that, and correct  
8       me if I'm wrong, this email that you've just looked  
9       at, which is Page 1 of Exhibit 20, that's an email  
10      that you sent to a number of people, including  
11      Mr. Martorello, regarding this Western Sky case?

12          A       I would assume their -- whoever the  
13      recipients were were listed in a bcc line.

14          Q       Right. Is that something that you  
15      commonly did when there was something that occurred  
16      sort of in the American -- American Indian law realm  
17      that was noteworthy to talk about or offer a view on?

18          A       Yes.

19          Q       And do you continue to do that today?

20          A       Sometimes, yes.

21          Q       Okay. And who generally are the  
22      recipients -- I don't -- I'm not looking for any  
23      specific names, but what categories of people  
24      typically are recipients of emails like this?

25          A       Clients, other attorneys in the space, and

1 sometimes tribal leaders represented by other counsel  
2 when their counsel is also blind-copied or copied.

3 Q Okay. So if you would, please, look at  
4 the last paragraph of the email, the third line,  
5 where you say, And we all know that the nature of  
6 Western Sky's business and arguments is much  
7 different than that of sovereign lenders operating as  
8 arms of the tribe.

9 A Yes.

10 Q Have I read that correctly?

11 A Yes.

12 Q And that's the differences that you  
13 described from your memory about the Western Sky  
14 model before I marked this exhibit, correct?

15 A Yes.

16 Q Okay. Nothing to add to that, as a result  
17 of reading Exhibit 20?

18 A No.

19 Q Okay. Thank you.

20 I should have asked you this before. By  
21 the way, have you read Judge Payne's memorandum  
22 opinion in this case from May 3rd, 2019?

23 A Yes, I have.

24 Q Okay. Do you agree that you participated  
25 in furthering an unlawful lending enterprise?



1           A       No.

2           Q       Do you believe that there was anything  
3 unlawful about the Red Rock or Duck Creek lending  
4 enterprise?

5           A       No.

6           Q       And I assume you didn't believe it during  
7 the time that you were representing Bellicose and  
8 SourcePoint, and you don't believe that today either;  
9 is that correct?

10          A       That's correct.

11          Q       Do you believe that Mr. Martorello was the  
12 -- structured a rent-a-tribe lending scheme with Red  
13 Rock and Duck Creek?

14          A       No.

15          Q       Are you familiar with the term "rent a  
16 tribe"?

17          A       Yes, I am.

18          Q       What do you understand that to mean?

19          A       It is a pejorative term borrowed from the  
20 so-called rent-a-bank context in which some  
21 unscrupulous outsiders pay for the use of the tribe's  
22 sovereignty without any involvement of the tribe  
23 itself, no regulatory infrastructure, no employees,  
24 no substantive knowledge of the business.

25          Q       And based on your observation during the

1 time period that you were representing Bellicose and  
2 SourcePoint, you do not believe that would accurately  
3 be ascribed to Red Rock, Duck Creek, Bellicose and  
4 SourcePoint?

5 A That's correct.

6 Q Bear with me one second, please. I'm  
7 sorry.

8 And why don't you think that should  
9 accurately be ascribed to the lending enterprise, the  
10 Red Rock and Duck Creek lending enterprise?

11 A As I say, it's a pejorative term. I don't  
12 know any tribe that rents out its sovereignty.  
13 Sovereignty is the most sacred value that tribes  
14 hold. It's what makes you a tribe. It's your value  
15 for generations. And I've never seen tribal leaders  
16 act carelessly or recklessly with respect to their  
17 sovereignty.

18 Instead, tribes exercise their sovereignty  
19 by engaging in activity, such as this, and everything  
20 I've ever known or observed about the Lac Vieux  
21 Desert tribal lead- -- leadership says to me that  
22 they have the utmost integrity and well-being of  
23 their people in mind, and I've never seen them take  
24 any action that would hinder or impede their  
25 sovereignty.

1 Q (BY MR. SCHEFF) And you said, I don't  
2 believe I can answer that without getting into 1.6.

3 A My recollection, without violating  
4 attorney-client privilege and sticking to  
5 confidential information only, was that, yes, it was  
6 a result of Judge Payne's decision.

7 Q Judge Payne or --

8 A Judge Payne. Excuse me, Judge Sullivan's  
9 decision, but not any coin- -- coinciding or  
10 resultant belief regarding the legality of lending.  
11 Rather, no one's understanding of the legality of  
12 lending had changed, but rather it was an agreement  
13 to stop fighting that issue in New York at that time.

14 Q Okay.

15 MS. KELLY: Richard, I would just -- I  
16 would like to put on the record that it's my  
17 understanding that your position is you've noticed  
18 this deposition and you can use the time you want,  
19 but I would like to reserve time for  
20 cross-examination.

21 I've also separately noticed Ms. Weddle's  
22 deposition, and if you do not want to split time, I  
23 am fine taking my seven hours on another date, as  
24 soon as we can, practically after -- since we have  
25 served the subpoena and in accordance with Judge

1           A       I do not know.

2           Q       Did Red Rock or Duck Creek have compliance  
3       counsel?

4           A       I do not know.

5           Q       Did you provide any compliance advice or  
6       assistance to Bellicose and SourcePoint?

7           A       Not that I recall. Whether others at  
8       Greenberg Traurig may have done that over the course  
9       of time, I don't recall either.

10          Q       Okay. Did you provide any compliance  
11       assistance or advice to Red Rock or Duck Creek?

12          A       Not that I recall.

13          Q       Okay. Did you participate in assisting  
14       the tribal lending entity, that is Red Rock and Duck  
15       Creek, to respond to consumer complaints?

16          A       I don't believe I can answer that without  
17       violating Rule 1.6.

18                   MR. SCHEFF: Justin?

19                   MR. GRAY: The question is whether you  
20       assisted. We believe it's confidential, but we'll  
21       allow you to answer.

22          A       Yes, I did.

23          Q       (BY MR. SCHEFF) And what did you do?

24          A       Occasionally, and not with regularity, I  
25       would discuss with Ms. Wichtman, and I think others

1 at the Rosette Law Firm, various communications that  
2 may have come in from state regulatory authorities,  
3 and either reviewed their draft responses or  
4 otherwise assisted in discussing what appropriate  
5 responses would be on behalf of the tribal lending  
6 entity.

7 Q And why did you do that?

8 A It was part of the general services that  
9 Bellicose was providing to try to provide perspective  
10 and assistance to the tribal lending entity.

11 Q Would you ever draft responses for the  
12 tribal lending entity to provide to the Rosette Law  
13 Firm?

14 A Someone at the firm may have. We may  
15 have. I don't have a recollection of any specific  
16 response that I personally was involved in drafting.

17 Q Okay. Let's --

18 MR. SCHEFF: Let's mark this as Exhibit

19 21 -- 22? I'm sorry, 22.

20 (Exhibit 22 marked.)

21 MR. SCHEFF: Kristi, it's Rosette 035384.

22 MS. KELLY: It's 035384?

23 MR. SCHEFF: I'm sorry. Yes, 035384,  
24 Rosette.

25 MS. KELLY: Okay. Thanks.

1 has no bearing on his loan.

2 Do you know why you said that?

3 A I don't recall at this time, no.

4 Q Okay. Would, in your view, state law have  
5 a bearing on any of the loans made by Red Rock or  
6 Duck Creek, as of this point in time, July of 2012?

7 A It should not have. My best guess is that  
8 this is a not atypical customer issue that arises  
9 when customers move across state lines and they get  
10 counsel familiar with one state's law versus another,  
11 which is a source of confusion, especially when  
12 overlaid with tribal choice of law provisions in the  
13 consumer loan document.

14 Q Okay.

15 A But abstracted without attachments or any  
16 record of what the drafts were, I really couldn't say  
17 more.

18 Q Okay. Do you also remember providing  
19 assistance or drafting responses to letters that came  
20 in from Attorney Generals' offices?

21 A Generally, yes, I do.

22 Q And how were those letters handled?

23 A I could not answer that question without  
24 violating Rule 1.6.

25 MR. SCHEFF: Justin?

1 MR. GRAY: You're asking about the  
2 procedure that they were handled, we believe that's  
3 confidential, but we'll allow her to answer.

4 Q (BY MR. SCHEFF) Ms. Weddle?

5 A My general understanding was that  
6 correspondence was received by the tribe at the  
7 tribal offices, in which case Rosette Law would work  
8 with the tribal officials to formulate responses.

9 When they encountered something that was  
10 new or different or particularly concerning for some  
11 reason, they would consult Bellicose, based on prior  
12 industry experience, and also on occasion involve  
13 Greenberg Traurig, not only from an Indian law  
14 perspective and -- and frankly, probably not very  
15 often from an Indian law perspective, which was their  
16 area of expertise, but would instead seek input from  
17 consumer finance experts within our firm to assist in  
18 those responses.

19 Q Do you recall any of the Attorney General  
20 letters ever taking the position that state law  
21 applied to the loan?

22 A I don't recall any particular letters  
23 pertaining to Lac Vieux Desert. Generally, across  
24 the industry, it is not unusual for states to take  
25 that position, and most tribal lenders, that I'm

1 familiar with, will frequently respond to those  
2 states in written correspondence, explaining why  
3 that's legally incorrect, and then offer to meet with  
4 those state officials to resolve any remaining issues  
5 following their responsive correspondence.

6 Q Is that your understanding of what  
7 officials from LVD did?

8 A I am unaware of what communications with  
9 state officials LVD may have had.

10 Q Did you ever have communications with  
11 state officials to that effect on behalf of LVD,  
12 Bellicose or SourcePoint?

13 A Not that I recall.

14 Q What about on behalf of Red -- Red Rock or  
15 Duck Creek?

16 A I don't believe I had communications with  
17 anyone on behalf of Red Rock or Duck Creek.

18 Q Okay. Let me direct your attention --  
19 you're familiar with the CFPB; is that correct?

20 A With the Consumer Financial Protection  
21 Bureau, yes, I am.

22 Q Yes. And are you aware of any interaction  
23 between the CFPB and Red Rock and Duck Creek?

24 A I'm familiar with Chairman James Williams'  
25 participation in the SBREFA panel for the Consumer



1 Bureau was broadly established by Congress to protect  
2 consumers and engage in a variety of enforcement and  
3 other activities; that statute, Dodd Frank, is a  
4 federal statute of general applicability that defines  
5 tribes as states within it. Defines tribes as  
6 regulators and not merely the regulated.

7 Q And what is the significance of that to  
8 the issue of whether or not the CFPB can decide or  
9 dictate what law applies to a loan to a consumer made  
10 by a tribal lending entity?

11 A The CFPB is not inserting itself into  
12 consumer contracts or dictating choice of law  
13 provisions in consumer contracts. Rather, their  
14 concerns are the panoply of federal consumer  
15 protection laws that exist.

16 Q Now, you're familiar with a civil action  
17 brought by the CFPB against Golden Valley?

18 A I am.

19 Q And Golden Valley is a tribal lending  
20 entity of Upper Lake; is that correct?

21 A To the best of my knowledge, which stems  
22 from allegations in that complaint and interactions  
23 in the industry, yes.

24 Q Okay. Did you coauthor an Amicus brief in  
25 that matter?

1           A       Yes, I did.

2           Q       And who did you -- who did you submit that  
3       brief on behalf of?

4           A       I have been authorized to indicate that I  
5       represented the National Congress of American Indians  
6       on that brief.

7           Q       Okay.

8                   MR. SCHEFF: Let's mark what is Exhibit  
9       52.

10                  MS. FAIRLESS: 52?

11                  MR. SCHEFF: I'm sorry, it's not. It's --

12                  MS. FAIRLESS: 25?

13                  MR. SCHEFF: -- 25. I apologize.

14                  MS. FAIRLESS: I didn't know if you had  
15       marked a bunch when we were out of the room.

16                  MR. SCHEFF: Didn't do that. Didn't do  
17       that.

18                         (Exhibit 25 marked.)

19           Q       (BY MR. SCHEFF) Ms. Weddle, take a look  
20       at Exhibit 25, please.

21                  MR. SCHEFF: Kristi, that's the NCAI  
22       Amicus brief in the Golden Valley case.

23                  MS. KELLY: Okay.

24           Q       (BY MR. SCHEFF) Is this the brief that  
25       you and others submitted on behalf of the NCAI?

1           A       Yes, it is.

2           Q       And do you -- and this was submitted in, I  
3 think, November or December of 2017?

4           A       That's correct.

5           Q       And does it accurately state your belief  
6 with respect to tribal sovereignty in tribally made  
7 loans?

8           A       Yes, it does. It reflects the belief  
9 asserted by my client in this matter, the National  
10 Congress of American Indians.

11          Q       And do you concur with that belief?

12          A       Yes. This is the most accurate legal  
13 advice that we provided to the National Congress of  
14 American Indians.

15          Q       Okay. Now, this brief was submitted years  
16 after the Otoe Missouri case, which you've testified  
17 about previously, correct?

18          A       Yes, that's correct.

19          Q       And it was submitted after the Western Sky  
20 litigation; is that correct?

21          A       It's submitted after a significant amount  
22 of Western Sky litigation, although significant  
23 Western Sky litigation endures presently.

24          Q       Are you aware of litigation relating to  
25 Cash Call?

1           A       Yes, I am.

2           Q       And does the outcome of that litigation  
3       impact your view at all as to whether the lending  
4       being done by Red Rock and Duck Creek was lawful or  
5       unlawful?

6           A       No, it does not.

7           Q       So it does not affect your belief that the  
8       loans to consumers that you've testified about were  
9       lawful under tribal law?

10          A       No, it does not.

11          Q       Why not?

12          A       Because Cash Call purchased loans from  
13       nontribal entities immediately upon their issuance.  
14       At least that is the allegations that have been  
15       recited in court and found by numerous courts  
16       repeatedly.

17                 They purchased loans originated by South  
18       Dakota LLCs. And my understanding of that  
19       litigation, the Cash Call litigation, from various  
20       forums, is the courts were looking at whether it was  
21       appropriate to set aside the choice of law provision  
22       in the consumer contracts under the Restatement  
23       (Second) of Contracts, as well as applicable  
24       precedents from those jurisdictions.

25                 And none of that applies to instances in

1       which the Lac Vieux Desert tribe, as a sovereign  
2       government, is involved. None of that relates to the  
3       tests on materially greater interests of the  
4       sovereign government whose law is asserted in the  
5       choice of law provision.

6           Q       What do you mean by that last statement?

7           A       That is, in part, one of the tests flowing  
8       from the Restatement (Second) of Contracts. I think  
9       it's Subcomment B, if I recall correctly off the top  
10      of my head, where, when you're choosing between two  
11      different forums and you're measuring the contacts of  
12      the two different forums and their interest in having  
13      their law apply in a given contract, that's one of  
14      the interests that you look for, is whether the -- in  
15      this case, the usury law is fundamental to state  
16      public policy, and even if it is, that state must  
17      still have a materially greater interest in the  
18      underlying loan or contract than in this case the  
19      tribe, which, under my analysis of the facts,  
20      circumstances and the totality of Lac Vieux Desert's  
21      interest in the lending business, could never obtain.

22          Q       You're familiar with an individual named  
23      Scott Tucker?

24          A       I am aware of who Mr. Tucker is. I've  
25      never met or been familiar with him.

1           Q       You're aware that Mr. Tucker was convicted  
2       of certain crimes in U.S. District Court relating to  
3       a lending operation that he was involved with?

4           A       Yes, I am.

5           Q       Does -- do any of the circumstances or  
6       your knowledge relating to the Scott Tucker case  
7       impact your view as to whether or not the loans made  
8       by Red Rock and Duck Creek were lawful?

9           A       I cannot answer that question without  
10      violating Rule 1.6.

11          Q       Okay.

12                 MR. SCHEFF: Justin, would you weigh in  
13      here?

14                 MR. GRAY: I believe that's confidential,  
15      but we'll allow her to answer.

16          A       My knowledge and analysis of that case  
17      comes from the firm's representation of a testifying  
18      witness in that case, and I cannot answer without  
19      violating Rule 1.6.

20          Q       (BY MR. SCHEFF) Okay. Thank you very  
21      much.

22                 What about, you're familiar with an  
23      individual names Charles Hallinan?

24          A       I am aware of who Mr. Hallinan is. I've  
25      never met or been familiar with Mr. Hallinan.

1           Q       You're aware that Mr. Hallinan has been  
2 convicted of certain federal crimes --

3           A       Yes, I am.

4           Q       -- in connection with a lending operation?

5           A       Yes, I am.

6           Q       Do you believe any of the circumstances  
7 relating to Mr. Hallinan's conviction bear on the  
8 lawfulness of the loans made by Red Rock and Duck  
9 Creek?

10          A       No, I do not.

11          Q       And why is that?

12          A       I cannot answer without violating Rule 1.6  
13 due to the firm's representation of testifying  
14 witnesses in that matter.

15          Q       Okay. Thank you.

16                   MR. GRAY: And I don't believe that 1.6  
17 claim relates to my clients but...

18                   MR. SCHEFF: No, it doesn't sound like it  
19 does.

20                   MR. GRAY: Thank you.

21          Q       (BY MR. SCHEFF) Are you familiar with  
22 efforts made by Bellicose and SourcePoint to prepare  
23 for a potential audit by the CFPB?

24          A       Not that I recall.

25          Q       Are you aware of any efforts that Red Rock

1 by my client. I'll advise her not to answer.

2 Q (BY MR. SCHEFF) Okay. Ms. Weddle, as I  
3 have been listening to your testimony all day, you  
4 have said that the various pieces of litigation that  
5 were out there, Cash Call, Western Sky, the New  
6 York -- the Otoe versus New York DFS case, and other  
7 sort of enforcement noise, Operation Chokepoint, et  
8 cetera, never caused you to believe that the LVD  
9 tribal lending entities were doing anything illegal;  
10 is that correct?

11 A That is correct.

12 Q And you maintain --

13 MS. KELLY: Objection to the form.

14 Q (BY MR. SCHEFF) And you maintain that  
15 belief today?

16 A That is correct.

17 Q And that belief is -- also would apply to  
18 Bellicose and SourcePoint?

19 A Yes.

20 MR. SCHEFF: I have nothing further.

21 MS. FAIRLESS: Does anyone else have any  
22 questions?

23 EXAMINATION

24 BY MS. KELLY:

25 Q Ms. Weddle, this is Kristi Kelly. I'm



1 I, JENNIFER WEDDLE, do hereby certify that  
2 I have read the foregoing transcript and that the  
3 same and accompanying amendment sheets, if any,  
4 constitute a true and complete record of my  
5 testimony.

6  
7  
8  
9 \_\_\_\_\_  
Signature of Deponent

( ) No Amendments

10 ( ) Amendments Attached

11 Acknowledged before me this  
12 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

13  
14 Notary Public: \_\_\_\_\_

15 My commission expires \_\_\_\_\_

16 Seal:  
17  
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24

25 Job No. CS3302797

1 STATE OF COLORADO)

Page 245

2 ) ss. REPORTER'S CERTIFICATE

3 COUNTY OF DENVER )

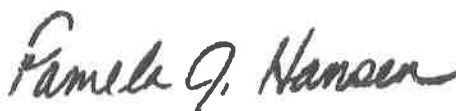
4 I, Pamela J. Hansen, do hereby certify that  
5 I am a Registered Professional Reporter and Notary  
6 Public within the State of Colorado; that previous to  
7 the commencement of the examination, the deponent was  
8 duly sworn to testify to the truth.

9 I further certify that this deposition was  
10 taken in shorthand by me at the time and place herein  
11 set forth, that it was thereafter reduced to  
12 typewritten form, and that the foregoing constitutes  
13 a true and correct transcript.

14 I further certify that I am not related to,  
15 employed by, nor of counsel for any of the parties or  
16 attorneys herein, nor otherwise interested in the  
17 result of the within action.

18 In witness whereof, I have affixed my  
19 signature this 22nd day of May, 2019.

20 My commission expires September 3, 2022.

21 

22 Pamela J. Hansen, CRR, RPR, RMR  
23 216 - 16th Street, Suite 600  
24 Denver, Colorado 80202  
25

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May 22, 2019

To: Carolyn J. Fairless

Case Name: Williams, Lula v. Big Picture Loans, Llc, Et Al

Veritext Reference Number: 3302797

Witness: Jennifer Weddle Deposition Date: 5/20/2019

Dear Sir/Madam:

The deposition transcript taken in the above-referenced matter, with the reading and signing having not been expressly waived, has been completed and is available for review and signature. Please call our office to make arrangements for a convenient location to accomplish this or if you prefer a certified transcript can be purchased, which can be sent to you or the deponent directly.

If the jurat is not returned within thirty days of your receipt of this letter, the reading and signing will be deemed waived.

Sincerely,

Production Department

Cc: Richard L. Scheff

Kristi Kelly

Justin Gray